

Filing # 71707128 E-Filed 05/04/2018 02:46:18 PM

IN THE CIRCUIT COURT, FOURTH JUDICIAL  
CIRCUIT, IN AND FOR DUVAL COUNTY,  
FLORIDA

Case No.

Division:

HUTCHINS INVESTMENTS, INC., a	)
Florida corporation,	)
	)
Plaintiff,	)
	)
v.	)
	)
RAYMOND LEE HUTCHINS, JR., an	)
individual, and CHANDRA STYER	)
HUTCHINS, an individual,	)
	)
Defendants.	)
_____	)

### COMPLAINT

Plaintiff Hutchins Investments, Inc. (“Hutchins Investments” or the “Company”), sues defendants Raymond Lee Hutchins, Jr. (“Lee Hutchins”) and Chandra Styer Hutchins (“Chandra Hutchins”) (collectively, the “Defendants”), and alleges:

### **PARTIES, JURISDICTION AND VENUE**

1. Hutchins Investments is a corporation organized and existing under the laws of the State of Florida, with its principal place of business located at One Dudley Court, Bethesda, MD 20814.
2. Lee Hutchins is a citizen of Florida and a resident of Duval County, Florida.
3. Chandra Hutchins is a citizen of Florida and a resident of Duval County, Florida.

4. This court has jurisdiction because each of the Defendants (a) operates, conducts, engages in or carries on a business in Florida or has an office or agency in Florida, (b) owns, uses, or possesses real property within Florida, (c) has committed a tortious act in Florida, or (d) is engaged in substantial and not isolated activity within Florida.

5. Venue is appropriate in Duval County, Florida because the causes of action accrued in Duval County and both defendants reside in Duval County.

6. On May 7, 2014, Hutchins Investments bought a 2015 GMC Yukon (VIN: 1GKS1BKC0FR115103) from Nimnicht Buick GMC (the “Yukon”) for \$58,646.58 using funds drawn from a Hutchins Investments checking account.

7. Lee Hutchins signed the check on behalf of Hutchins Investments.

8. The State of Florida titled the Yukon jointly in the names of Hutchins Investments and Chandra Hutchins. None of the funds to buy the Yukon came from Chandra Hutchins.

9. Upon information and belief, Lee Hutchins requested the State to title the Yukon jointly in the names of Hutchins Investments and Chandra Hutchins.

10. In or around December 2016 Chandra Hutchins sold or traded the Yukon. Defendants used the funds received for the car to purchase a Toyota Landcruiser (VIN JTM CY7AJ8G4043834) (the “Landcruiser”). Copies of documents evidencing these transactions are attached as **Composite Exhibit A.**

11. Defendants did not include Hutchins Investments on the title to the Landcruiser.

12. Defendants did not repay Hutchins Investments the funds they used to purchase the Yukon.

13. The Yukon was and Landcruiser is currently being used by Defendants solely for their personal use and not for the business of Hutchins Investments.

14. On August 6, 2015, Defendants purchased a personal residence located at 3943 Barcelona Avenue, Jacksonville, FL 32207 (“Barcelona Avenue property”).

15. Defendants borrowed \$420,975.78 from Hutchins Investments to pay for the Barcelona Avenue property. None of the funds to buy the Barcelona Avenue property came from Lee or Chandra Hutchins.

16. Lee Hutchins withdrew \$420,975.78 from Hutchins Investments bank accounts to complete the Barcelona Avenue property purchase.

17. Copies of documents evidencing the Barcelona Avenue property purchase are attached as **Composite Exhibit B.**

18. Hutchins Investment’s accounting records identify the funds used to purchase the Barcelona Avenue property as a separate loan account “[d]ue from Lee and Chandra Hutchins.”

19. Lee Hutchins was in charge of maintaining the books and records for Hutchins Investments at the time of the entry and the time of the purchase of the Barcelona Avenue property.

20. On April 11, 2018, Hutchins Investments demanded that Lee and Chandra Hutchins repay the total amount of \$479,622.36. True and correct copies of the demand letters are attached hereto as **Composite Exhibit C.**

21. To date, Chandra Hutchins and Lee Hutchins have refused to (a) repay the funds used to purchase the Yukon and (b) to repay the loan used to purchase the Barcelona Avenue property.

22. Hutchins Investments has retained the undersigned law firm to represent it in this action and is obligated to pay the firm its attorneys’ fees and costs.

23. All conditions precedent to bringing this action have been performed, been waived, or have occurred.

#### **COUNT I**

##### **Unjust Enrichment - Lee Hutchins and Chandra Hutchins**

24. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 23 above.

25. This is an action for damages that exceed \$15,000, exclusive of interest, costs and attorneys' fees.

26. The Defendants have been conferred a benefit in the form of their taking, receipt, and use of \$479,622.36 in Hutchins Investment's funds to purchase the Yukon and the Barcelona Avenue Property for their personal use.

27. Defendants voluntarily accepted and retained the benefit of the Company's assets.

28. These circumstances are such that it would be inequitable for the Defendants to retain the benefit conferred without paying the value of the benefit to the Company.

WHEREFORE, Hutchins Investments demands judgment against Raymond Lee Hutchins, Jr. and Chandra Styer Hutchins for damages, together with interest and costs.

#### **COUNT II**

##### **Breach of Fiduciary Duty - Lee Hutchins**

29. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 23 above.

30. This is an action for damages that exceed \$15,000, exclusive of interest, costs and attorneys' fees.

31. Lee Hutchins was required to act consistent with the fiduciary duties of care and utmost loyalty to the Company.

32. Hutchins Investments relied on Lee Hutchins's loyalty and his proper care of its interests.

33. Lee Hutchins breached his fiduciary duties to the Company by, among other things, improperly using corporate funds for personal use and refusing to repay these amounts on demand.

34. As a direct and proximate cause of Lee Hutchins' breaches of his fiduciary duties, Hutchins Investments has suffered and continues to suffer damages.

WHEREFORE, Hutchins Investments demands judgment against Raymond Lee Hutchins, Jr. for damages plus interest, costs, the imposition of a constructive trust over the misappropriated property, and such other relief as the court deems just and appropriate.

**COUNT III**  
**Breach of Contract – Lee Hutchins and Chandra Hutchins**

35. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 23 above.

36. This is an action for damages that exceed \$15,000, exclusive of interest, costs and attorneys' fees.

37. The Company's accounting records establish the existence of an oral agreement between the Company and Lee and Chandra Hutchins that the money used to purchase their personal residence was a loan "[d]ue from Lee and Chandra Hutchins."

38. Under Florida law, oral loan agreements such as this are payable on demand.

39. On April 11, 2018, Hutchins Investments demanded repayment of the loan.

40. Despite Hutchins Investments' demand, Lee and Chandra Hutchins have refused to repay the amounts due under the loan agreement.

41. As a direct and proximate result of Lee and Chandra Hutchins's actions, Hutchins Investments has suffered damages.

WHEREFORE, Hutchins Investments demands judgment against Raymond Lee Hutchins, Jr. and Chandra Styer Hutchins for damages, together with interest and costs.

**COUNT IV**  
**Civil Theft - Lee Hutchins and Chandra Hutchins**

42. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 23 above.

43. This is an action for damages, treble damages, and injunctive and statutory relief under FLA. STAT. §§ 772.11, 812.014, and 812.035. Plaintiff's damages exceed \$15,000, exclusive of interest, costs and attorneys' fees.

44. Lee Hutchins and Chandra Hutchins knowingly and intentionally sought and obtained the Company's assets for personal use.

45. Lee Hutchins and Chandra Hutchins intended to either temporarily or permanently (i) deprive the Company of a right to or a benefit from its own assets, or (ii) appropriate the Company's assets to their personal use, which they were not and are not entitled to do, in violation of FLA. STAT. § 812.014.

46. On April 11, 2018, the Company made written demand to Lee Hutchins and Chandra Hutchins for repayment of the Company's money. Lee Hutchins and Chandra Hutchins have failed or refused to repay or return to the Company its money.

47. As a direct and proximate result of Lee Hutchins' and Chandra Hutchins' actions, the Company has suffered damages.

48. Pursuant to FLA. STAT. § 772.11, Hutchins Investments is entitled to an award of its reasonable attorneys' fees and court costs in this action.

49. Pursuant to FLA. STAT. § 812.035, Hutchins Investments is entitled to the relief described in FLA. STAT. § 812.035(1)(a)-(e), including but not limited to entry of an order requiring Lee and Chandra Hutchins to divest themselves of any interest in the illegal enterprise, including returning all of the Company's corporate assets.

WHEREFORE, Hutchins Investments demands judgment against Raymond Lee Hutchins, Jr. and Chandra Styer Hutchins for injunctive and statutory relief, damages, and treble damages plus interest, costs, attorneys' fees, the imposition of a constructive trust over the misappropriated property, and such other relief as the court deems just and appropriate.

#### **COUNT V**

##### **Violation Of Florida Uniform Fraudulent Transfer Act – Chandra Hutchins**

50. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 23 above.

51. This is an action for injunctive relief and damages arising from Chandra Hutchins's violations of the Florida Uniform Fraudulent Transfer Act (Fla. Stat. § 726.101, *et seq.*).

52. Pursuant to Section 726.105(1), creditors can avoid transfers of assets that were made by a debtor:

- (a) With actual intent to hinder, delay, or defraud any creditor of the debtor; or
- (b) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor:
  - 1. Was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or
  - 2. Intended to incur, or believed or reasonably should have believed that he or she would incur, debts beyond his or her ability to pay as they became due.

53. The statute provides a non-exclusive list of the “badges of fraud” that demonstrate a debtor’s actual intent:

- (a) The transfer or obligation was to an insider.
- (b) The debtor retained possession or control of the property transferred after the transfer.
- (c) The transfer or obligation was disclosed or concealed.
- (d) Before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit.
- (e) The transfer was of substantially all the debtor’s assets.
- (f) The debtor absconded.
- (g) The debtor removed or concealed assets.
- (h) The value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred.
- (i) The debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred.
- (j) The transfer occurred shortly before or shortly after a substantial debt was incurred.
- (k) The debtor transferred the essential assets of the business to a lienor who transferred the assets to an insider of the debtor.

54. Chandra Hutchins’s use of Hutchins Investments’s funds to purchase the Yukon, then later the LandCruiser, reveals the following badges of fraud:

- a. The transfer was to an “insider;”
- b. Chandra Hutchins maintained possession or control of the property transferred after the transfer;
- c. Chandra Hutchins removed or concealed assets; and
- d. The value of the consideration received by Chandra Hutchins was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred.

55. Based on the foregoing, the transfer of funds from Hutchins Investments to purchase the Yukon, then acquire the LandCruiser, were actually fraudulent.



56. Hutchins Investments has suffered damages as a direct and proximate result of Chandra Hutchins's actions.

WHEREFORE, Hutchins Investments demands the following:

- (a) These transfers be avoided to satisfy Hutchins Investments's claims;
- (b) An attachment or other provisional remedy be entered against the LandCruiser or other property of Chandra Hutchins of sufficient value to satisfy Hutchins Investments's claims;
- (c) An injunction against further disposition by Chandra Hutchins of the LandCruiser or of other property of sufficient value to protect Hutchins Investments; and
- (d) Such other relief as may be appropriate.

#### **COUNT VI**

#### **Violation Of Florida Uniform Fraudulent Transfer Act – Lee & Chandra Hutchins**

57. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 23 above.

58. This is an action for injunctive relief and damages arising from Lee and Chandra Hutchins's violations of the Florida Uniform Fraudulent Transfer Act (Fla. Stat. § 726.101, *et seq.*).

59. Pursuant to Section 726.105(1), creditors can avoid transfers of assets made by a debtor:

- (a) With actual intent to hinder, delay, or defraud any creditor of the debtor; or
- (b) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor:
  - 1. Was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or
  - 2. Intended to incur, or believed or reasonably should have believed that he or she would incur, debts beyond his or her ability to pay as they became due.

60. The statute provides a non-exclusive list of the “badges of fraud” that demonstrate a debtor’s actual intent:

- (a) The transfer or obligation was to an insider.
- (b) The debtor retained possession or control of the property transferred after the transfer.
- (c) The transfer or obligation was disclosed or concealed.
- (d) Before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit.
- (e) The transfer was of substantially all the debtor’s assets.
- (f) The debtor absconded.
- (g) The debtor removed or concealed assets.
- (h) The value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred.
- (i) The debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred.
- (j) The transfer occurred shortly before or shortly after a substantial debt was incurred.
- (k) The debtor transferred the essential assets of the business to a lienor who transferred the assets to an insider of the debtor.

61. Lee and Chandra Hutchins’s use of Hutchins Investments’s funds to purchase the Barcelona Avenue Property reveals the following badges of fraud:

- a. The transfer was to an “insider;”
- b. Lee and Chandra Hutchins maintained possession or control of the property transferred after the transfer;
- c. Upon information and belief, the transfer was of substantially all the debtor’s assets; and
- d. Lee and Chandra Hutchins removed or concealed assets.

62. Based on the foregoing, the transfer of funds from Hutchins Investments to purchase the Barcelona Avenue Property was actually fraudulent.

63. Alternatively, this series of transfers was constructively fraudulent because Lee and Chandra Hutchins made the transfer or incurred the obligation without providing a reasonably equivalent value in exchange for the transfer or obligation and Hutchins Investments became insolvent as a result of the transfer or obligation.

64. Hutchins Investments has suffered damages as a direct and proximate result of Lee and Chandra Hutchins's actions.

WHEREFORE, Hutchins Investments demands the following:

- (a) These transfers be avoided to satisfy Hutchins Investments's claims;
- (b) An attachment or other provisional remedy be entered against the Barcelona Avenue Property or other property of Lee and Chandra Hutchins of sufficient value to satisfy Hutchins Investments's claims;
- (c) An injunction against further disposition by Lee and Chandra Hutchins of the Barcelona Avenue Property or of other property of sufficient value to protect Hutchins Investments; and
- (d) Such other relief as may be appropriate.

NELSON MULLINS RILEY &  
SCARBOROUGH LLP

By: /s/ Lee D. Wedekind, III

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*Attorneys for Hutchins Investments, Inc.*

~#4832-1389-7316~

# **COMPOSITE EXHIBIT A**

**NIMNIGHT**  
**BUICK GMC****NIMNIGHT BUICK GMC**11503 Phillips Hwy.  
JACKSONVILLE, FL 32256

(904) 793-1618

CUSTOMER # 110753

**NIMNIGHT**  
**BUICK GMC**

RETAIL BUYER'S ORDER DEAL: 72687

DATE 05/07/2014

CUSTOMER <b>HUTCHINS INVESTMENTS, INC</b>		DOB		CO-CUSTOMER <b>CHANDRA STYER HUTCHINS</b>		DOB <b>04/04/1981</b>	
ADDRESS <b>1252 MIRAMAR AVE</b>				ADDRESS <b>1252 MIRAMAR AVE</b>			
CITY <b>JACKSONVILLE FL 32207</b>		STATE <b>FL</b>		CITY <b>JACKSONVILLE FL 32207</b>		STATE <b>FL</b>	
E-MAIL				E-MAIL			
HOME PHONE		WORK PHONE		HOME PHONE		WORK PHONE	
COUNTY <b>DUVAL</b>		COUNTY <b>DUVAL</b>		COUNTY <b>DUVAL</b>		COUNTY <b>DUVAL</b>	
STOCK NO. <b>115103T</b>	YEAR <b>2015</b>	NEW <b>XX</b>	USED	DEMO	EXECUTIVE	MILEAGE <b>169</b>	COLOR <b>WHITE DIAMOND</b>
VIN <b>1GKS1BKCFR115103</b>		MAKE <b>GMC</b>		MODEL <b>YUKON</b>		BODY <b>4DR 2WD</b>	
SALESPERSON 1 <b>EDWARD A NIMNIGHT III</b>		SALESPERSON 2					

**NEW/ DEMO AND EXECUTIVE VEHICLE DISCLOSURE**

This new, demonstrator or executive Vehicle is sold AS-IS and WITH ALL FAULTS. Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the Vehicle. The only warranties applying to this Vehicle are those offered by the Manufacturer. The Manufacturer's warranty is not affected by Dealer's disclaimer of warranties. The Customer hereby acknowledges that Dealer has made available "warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

Customer: [Signature]Customer: [Signature]**USED VEHICLE DISCLOSURE**

This used Vehicle has been previously driven by others and Dealer has not made any representation regarding the Vehicle's history. Customer acknowledges that no representation has been made by any agent of Dealer: (i) regarding the history, condition, prior repair on maintenance, safety system or suitability of the Vehicle; or (ii) that it has or has not ever sustained damages prior to this Order, nor does Dealer have the obligation to make any such disclosure. Customer understands that s/he may retain a third-party to provide information regarding the Vehicle's history and that Dealer encourages Customer to do so. Customer may also make arrangements to have the Vehicle inspected by a person of Customer's own choosing. Customer further acknowledges that Customer has not driven this Vehicle and it meets Customer's satisfaction or Customer has been offered an opportunity to do so, and has declined. Except as otherwise set forth on the window form (Buyer's Guide), this Vehicle is sold "AS IS and WITH ALL FAULTS," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. The Manufacturer warranty, if any, has been fully explained. If the Vehicle is designated as a certified vehicle, that indicates that it has qualified for a limited extension of the Manufacturer's original warranty as set forth on the Buyer's Guide. The certified designation does not alter or modify any of the above disclaimers and waivers, nor does it create a Dealer warranty. It also does not mean that the Vehicle, like all used vehicles, will not suffer mechanical breakdowns, nor need maintenance due to wear and tear.

The Vehicle was previously a N/A (enter short-term rental, taxicab, police vehicle, manufacturer buy-back, rebuilt, glider kit, replica or flood vehicle)

Customer: N/A Customer: N/A

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

Customer: N/A Customer: N/A

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

**TRADE-IN 1**☐ Private Trade ☐ Lease Walk AwayYear N/A Make N/A Model N/A Color N/AVIN N/A Mileage N/A1<sup>st</sup> Lien to: N/A Amount N/A Good Thru N/A2<sup>nd</sup> Lien to: N/A Amount N/A Good Thru N/AAuthorized by: N/A**TRADE-IN 2**☐ Private Trade ☐ Lease Walk Away**PURCHASE INFORMATION**

Cash Price of Vehicle	54759.14
Accessories	
N/A	N/A
N/A	N/A
N/A	N/A
Subtotal	54759.14
Less Pre-owned Allowance &/or Discount	N/A
Net Difference	54759.14
Pre-delivery Service Fee	75.00
N/A	N/A
Electronic Registration Filing Fee	40.00
TEMP TAG OR TEMP REG	20.00
These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles and preparing documents related to the sale.	
Lead Acid Battery Fee	1.50
Florida New Tire Fee (\$1.00 per tire)	5.00
N/A	N/A
Subtotal	54900.64
Sales Tax 6.00%	3294.04
County Tax 1.00%	50.00
Lemon Law - Warranty Enforcement Act (New cars only)	2.00
Florida Title, Registration and License Fees (New XX Trans)	399.90
<input type="checkbox"/> If box is checked this is an estimate	
Trade Pay-off / Balance on Prior Lease	N/A
Subtotal	58646.58
Motor Vehicle Service Contract	N/A
Vehicle Maintenance Agreement	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Sales Tax on Other Benefits	N/A
GRAND TOTAL	58646.58
Rebate	N/A
Cash (Receipt # _____)	112

warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. The Manufacturer warranty, if any, has been fully explained. If the Vehicle is designated as a certified vehicle, that indicates that it has qualified for a limited extension of the Manufacturer's original warranty as set forth on the Buyer's Guide. The certified designation does not alter or modify any of the above disclaimers and waivers, nor does it create a Dealer warranty. It also does not mean that the Vehicle, like all used vehicles, will not suffer mechanical breakdowns, nor need maintenance due to wear and tear.

The Vehicle was previously a N/A (enter short-term rental, taxicab, police vehicle, manufacturer buy-back, rebuilt, glider kit, replica or flood vehicle)

Customer: N/A Customer: N/A

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

Customer: N/A Customer: N/A

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS: LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

#### TRADE-IN 1

☐ Private Trade ☐ Lease Walk Away

Year N/A Make N/A Model N/A Color N/A

VIN N/A Mileage N/A

1<sup>st</sup> Lien to: N/A Amount N/A Good Thru N/A

2<sup>nd</sup> Lien to: N/A Amount N/A Good Thru N/A

Authorized by: N/A

#### TRADE-IN 2

☐ Private Trade ☐ Lease Walk Away

Year N/A Make N/A Model N/A Color N/A

VIN N/A Mileage N/A

1<sup>st</sup> Lien to: N/A Amount N/A Good Thru N/A

2<sup>nd</sup> Lien to: N/A Amount N/A Good Thru N/A

Authorized by: N/A

Unless specifically identified by Customer in writing and signed by the parties, Customer represents and warrants the following regarding the Trade-In: (i) it was not involved in an accident; (ii) has not incurred any body or major engine repair(s); and (iii) it was not previously a police vehicle, a taxicab, a short-term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, frame damaged, salvaged or a rebuilt vehicle. Subject to the terms and conditions of this Order, Customer authorizes Dealer to immediately sell the Trade-In whether or not the Financing Approvals have been obtained. Customer agrees that in the event any inquiry reveals any undisclosed lien on the Trade-In, and/or the actual pay-off for the disclosed lien on the Trade-In exceeds the Customer's statement of pay-off, Customer will cause such previously unknown lien(s) and/or the understated amount of the disclosed lien(s) to be satisfied within 72 hours of Dealer's notice to Customer in writing. If the vehicle(s) listed is a Lease Walk Away, Customer understands that Dealer's agreement to take possession of it is for convenience only and Dealer assumes no responsibility for its condition or any other obligation of Customer with respect to that lease, such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Dealer.

Customer: \_\_\_\_\_ Customer: \_\_\_\_\_

#### ARBITRATION AND LIMITATION ACKNOWLEDGEMENTS

The parties agree to submit all claims to binding arbitration as set forth in paragraph H on the reverse side. Customer has read and understands paragraph H. In a dispute between the parties, Customer shall not be entitled to recover from Dealer any special damages, consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages, including, but not limited to vehicle rental charges. This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document. The Deposit will serve to hold the Vehicle from sale to another for 24 hours from this date.

Customer: [Signature] Customer: [Signature]

related to the sale.

Lead Acid Battery Fee	1.50
Florida New Tire Fee (\$1.00 per tire)	5.00
N/A	N/A
Subtotal	54900.64
Sales Tax <u>6.00%</u>	3294.04
County Tax <u>1.00%</u>	50.00
Lemon Law - Warranty Enforcement Act (New cars only)	2.00
Florida Title, Registration and License Fees (New <u>XX</u> Trans <u>    </u> ) <input type="checkbox"/> If box is checked this is an estimate	399.90
Trade Pay-off / Balance on Prior Lease	N/A
Subtotal	58646.58
Motor Vehicle Service Contract	N/A
Vehicle Maintenance Agreement	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Sales Tax on Other Benefits	N/A
GRAND TOTAL	58646.58
Rebate	N/A
Cash (Receipt # <u>        </u> )	N/A
Total Cash Down	N/A
BALANCE DUE ON DELIVERY	58646.58

#### FINANCING NEGOTIATION / APPROVAL

Customer may secure financing through Dealer or a financing entity of Customer's choosing and Customer may be able to obtain more favorable financing from third parties. The retail installment sales contract ("RISC") to be entered between Dealer and Customer, unless otherwise indicated in writing by Dealer, shall be immediately assigned by Dealer to a bank / finance company (at face value or greater) which shall then be the creditor to whom Customer shall be obligated under the RISC. Customer also understands that: (i) the annual percentage rate (APR) for the installment sale of an automobile may be negotiated, and (ii) Dealer may receive some portion of the finance charge or receive other compensation for providing the financing and selling other products and services. Dealer may terminate this Order if Dealer cannot obtain credit approval for Customer or if Dealer is unable to sell the RISC to a financial institution on terms of no less than face value (these acts shall be collectively referred to as "Financing Approvals"). Dealer's right of termination cannot be waived unless in writing. Financing Approvals are not typically obtained at the time of the Vehicle's delivery and are beyond Dealer's control. Should Customer take delivery of the Vehicle prior to Dealer's obtaining the Financing Approvals, Customer understands and acknowledges that pending the Financing Approvals, delivery of the Vehicle to Customer serves as a convenience to Customer only and Customer does not have, nor will acquire, any rights or interests in the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked, requiring the Vehicle's immediate return to Dealer in the same condition as it existed when delivered to Customer. Additionally, the obtaining of the Financing Approvals is a condition subsequent to the enforcement and validity of the RISC, which, at Dealer's option, shall be deemed null and void if such condition subsequent is not met. If the RISC contains a "Seller's Right to Cancel" provision or other provision that substantially addresses the substance of the Financing Approvals, and that provision is duly completed and executed, then the condition subsequent described in this section shall not apply. If the RISC does not contain a "Seller's Right to Cancel" provision or other provision that substantially addresses the substance of the Financing Approvals, or if it contains such a provision, but it is not duly completed and executed or is designated in some manner as inapplicable, then this section in this Order shall apply, govern and control.

Customer: \_\_\_\_\_ Customer: \_\_\_\_\_ Customer: \_\_\_\_\_ Customer: \_\_\_\_\_

DO NOT SIGN BELOW UNTIL YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT EXCEPT AS OTHERWISE ACKNOWLEDGED IN WRITING, THIS REPRESENTS THE ENTIRE ORDER AND THAT YOU HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN ORDER. THIS ORDER IS NOT BINDING UNTIL EXECUTED BY DEALER'S MANAGER. CUSTOMER REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED TO DEALER IN CONNECTION WITH THIS TRANSACTION IS COMPLETE AND ACCURATE. CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS ALL PROVISIONS OF THIS ORDER AND THE WARRANTY STATEMENT.

Customer's Signature

Co-Customer's Signature

Manager

05/07/2014

Date RADA-BO-ARB (1/11)

HUTCHINS INVESTMENTS  
DBA CPA-EXCAVATING  
397 Misty Harbor Blvd  
Woodbine, GA 31569

1541

83-466/631

5-8-14

DATE

**Nimnicht Buick GMC**

PAY TO THE  
ORDER OF

\$ 58,646.58

Fifty eight thousand six hundred forty six and 58/100 DOLLARS



**REGIONS**

FOR 2015 Yukon

*[Signature]*

⑆063104668⑆ 0103808203⑈01541⑈

Hydram Clarke



## **COMPOSITE EXHIBIT B**

Register: 1204-37 - Due From Lee &amp; Chandra Hutchins

From 01/01/2015 through 04/09/2018

Sorted by: Date, Type, Number/Ref

Date	Ref.	Payee	Account	Memo	Decrease	C	Increase	Balance
07/02/2015	DR070215	Hutchins, Raymond L., Jr.	1032-00 - Regions Bank - CPAX 8203	3943 Barcelona Ave deposit			20,000.00	20,000.00
08/06/2015	DR080615C	Hutchins, Raymond L., Jr.	1032-00 - Regions Bank - CPAX 8203	3943 Barcelona Avenue amount for ...			400,580.78	420,580.78
08/06/2015	1635	Gartner Brock & Simon	1032-00 - Regions Bank - CPAX 8203	Review Barcelona closing documents			200.00	420,780.78
08/10/2015	1637	Ray Thompson Surveying	1032-00 - Regions Bank - CPAX 8203	3943 Barcelona Avenue boundary s...			195.00	420,975.78



## Domestic Wire Transfer Request/Authorization

## Originator/Payment By:

HUTCHINS INVESTMENTS DBA CPA EXCAVA NAME	DL H325732803460 09/26/1980 10/09/2013 09/26/2021 CUSTOMER IDENTIFICATION	
397 MISTY HBR BLVD STREET ADDRESS	CHECKING ACCOUNT TYPE	09/26/1980 DATE OF BIRTH
WOODBINE GA 31569-4068 CITY/STATE/ZIP	0103808203 ACCOUNT NUMBER	631-05-0826 TAX IDENTIFICATION NUMBER

## Transfer Instructions:

\$ 400,580.78 WIRE AMOUNT		
PNC BANK, NATIONAL ASSOCIATION TARGET BANK NAME	PITTSBURGH PA TARGET BANK CITY, STATE	043000096 TARGET BANK ABA
BENEFICIARY BANK NAME	BENEFICIARY BANK CITY, STATE	BENEFICIARY BANK ACCOUNT NUMBER
SERVICELINK LLC BENEFICIARY'S NAME	400 CORPORATION DRIVE BENEFICIARY'S ADDRESS	1029092695 BENEFICIARY'S ACCOUNT NUMBER
	ALIQUIPPA PA 15001 BENEFICIARY'S CITY, STATE, ZIP, OR COUNTRY	
Originator to Beneficiary Information (optional):	Bank to Bank Information (optional):	
ADDRESS: 3943 BARCELONA AVE		
JACKSONVILLE, FL 32207		
CASE #: 3343760		
	Purpose: HOME PURCHASE	

By signing below, Originator authorizes Regions Bank to effect the Funds Transfer described on this request and agrees to be bound by the terms and conditions of the Funds Transfer Agreement set forth on the reverse side hereof. Originator certifies that the information contained in this request is correct.

Raymond Lee Hutchins Jr  
AUTHORIZED SIGNATURE  
Hutchins Investments, Inc.  
NAME OF CORPORATION/PARTNERSHIP  
Raymond Lee Hutchins Jr  
BY: SIGNATORY REPRESENTATIVE NAME (PRINTED)  
Vice President  
TITLE

[Signature]  
BANK AUTHORIZED SIGNATURE  
\_\_\_\_\_  
APPROVING BANK OFFICER

Request Date: 08/06/2015

Wire fee: \$ 20.00

Wire Sequence Number: 15080600 7192

Prepared By: JACQUELINE DUNCAN

Branch: 092 00277 NORTH HAMPTON

Thank you for banking with Regions!

# A. Settlement Statement (HUD-1)



1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.			6. File Number 3343760-01	7. Loan Number 0147161038	8. Mortgage Insurance Case Number
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.					
D. Name & Address of Borrower: RAYMOND LEE HUTCHINS, JR., CHANDRA STYER HUTCHINS 3943 BARCELONA AVE, JACKSONVILLE, FL 32207-6056		E. Name & Address of Seller: SEE ADDENDUM 8480 STAGECOACH CIRCLE, FREDERICK, MD 21701		F. Name & Address of Lender: XX XX, XX, XX 00000-0000	
G. Property Location 3943 BARCELONA AVE, JACKSONVILLE, FL 32207-6056		H. Settlement Agent: SERVICELINK, LLC-400 CORPORATION DRIVE ALIQUIPPA, PA 15001 (800) 439-5451		I. Settlement Date: 08/06/2015 Disbursement Date: 08/06/2015	
Place of Settlement: JACKSONVILLE, FL 32207-6056					

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>		<b>400. GROSS AMOUNT DUE TO SELLER</b>	
101. CONTRACT SALES PRICE	\$425,000.00	401. CONTRACT SALES PRICE	\$425,000.00
102. PERSONAL PROPERTY		402. PERSONAL PROPERTY	
103. SETTLEMENT CHARGES TO BORROWER (LINE 1400)	\$2,728.00	403.	
104.		404.	
105.		405.	
ADJUSTMENT FOR ITEMS PAID BY SELLER IN ADVANCE		ADJUSTMENT FOR ITEMS PAID BY SELLER IN ADVANCE	
106. CITY/TOWN TAXES		406. CITY/TOWN TAXES	
107. COUNTY TAXES		407. COUNTY TAXES	
108. ASSESSMENTS		408. ASSESSMENTS	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	\$427,728.00	420. GROSS AMOUNT DUE TO SELLER	\$425,000.00
<b>200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>	
201. DEPOSIT OR EARNEST MONEY	\$20,000.00	501. EXCESS DEPOSIT (SEE INSTRUCTIONS)	
202. PRINCIPAL AMOUNT OF NEW LOAN(S)		502. SETTLEMENT CHARGES TO SELLER (LINE 1400)	\$25,363.28
203. EXISTING LOAN(S) TAKEN SUBJECT TO		503. EXISTING LOAN(S) TAKEN SUBJECT TO	
204.		504. PAYOFF TO SKYLINE LIEN SEARCH	
205.		505.	
206.		506.	
207. SELLER PAID OWNERS POLICY	\$2,200.00	507. SELLER PAID OWNERS POLICY	\$2,200.00
208.		508.	
209.		509.	
ADJUSTMENTS FOR ITEMS UNPAID BY SELLER		ADJUSTMENTS FOR ITEMS UNPAID BY SELLER	
210. CITY/TOWN TAXES		510. CITY/TOWN TAXES	
211. COUNTY TAXES (01/01/2015 TO 08/06/2015)	\$4,947.22	511. COUNTY TAXES (01/01/2015 TO 08/06/2015)	\$4,947.22
212. ASSESSMENTS		512. ASSESSMENTS	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	\$27,147.22	520. TOTAL REDUCTION AMOUNT DUE SELLER	\$32,510.50
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>		<b>600. CASH AT SETTLEMENT FROM OR TO SELLER</b>	
301. GROSS AMOUNT DUE FROM BORROWER (LINE 120)	\$427,728.00	601. GROSS AMOUNT DUE TO SELLER (LINE 420)	\$425,000.00
302. LESS AMOUNTS PAID BY/FOR BORROWER (LINE 220)	\$27,147.22	602. LESS REDUCTION AMOUNT DUE SELLER (LINE 520)	\$32,510.50
303. CASH <input checked="" type="checkbox"/> FROM <input type="checkbox"/> TO BORROWER	\$400,580.78	603. CASH <input checked="" type="checkbox"/> TO <input type="checkbox"/> FROM SELLER	\$392,489.50

SETTLEMENT CHARGES			
700. TOTAL REAL ESTATE BROKER FEES \$425,000.00 @ 5.00 = \$21,250.00			
DIVISION OF COMMISSION (LINE 700) AS FOLLOWS:			
701. \$10,625.00 TO KELLER WILLIAMS REALTY ATLANTIC PARTNERS			
702. \$10,625.00 TO LMH REALTY, LLC			
703.			
704. COMMISSION PAID AT SETTLEMENT			
			\$21,250.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. OUR ORIGINATION CHARGE (from GFE #1)			
802. YOUR CREDIT OR CHARGE (POINTS) FOR THE SPECIFIC INTEREST RATE CHOSEN (from GFE #2)			
803. YOUR ADJUSTED ORIGINATION CHARGES (from GFE A)			
804. APPRAISAL FEE (from GFE #3)			
805. CREDIT REPORT (from GFE #3)			
806. TAX SERVICE (from GFE #3)			
807. FLOOD CERTIFICATION (from GFE #3)			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. DAILY INTEREST CHARGES FROM (from GFE #10)			
902. MORTGAGE INSURANCE PREMIUM (from GFE #3)			
903. HOMEOWNER'S INSURANCE (from GFE #11)			
1000. RESERVES DEPOSITED WITH LENDER			
1001. INITIAL DEPOSIT FOR YOUR ESCROW ACCOUNT (from GFE #9)			
1002. HOMEOWNER'S INSURANCE			
1003. MORTGAGE INSURANCE			
1004. PROPERTY TAXES			
1007. AGGREGATE ADJUSTMENT			
1100. TITLE CHARGES			
1101. TITLE SERVICES AND LENDER'S TITLE INSURANCE TO SERVICELINK (from GFE #4)	\$500.00		
1102. SETTLEMENT OR CLOSINGS FEE TO SERVICELINK \$500.00			\$610.00
1103. OWNER'S TITLE INSURANCE TO SERVICELINK (from GFE #5)	\$2,200.00		
1104. LENDER'S TITLE INSURANCE			
1105. LENDER'S TITLE POLICY LIMIT			
1106. OWNER'S TITLE POLICY LIMIT \$425,000.00			
1107. AGENT'S PORTION OF THE TOTAL TITLE INSURANCE PREMIUM \$1,540.00			
1108. UNDERWRITER'S PORTION OF THE TOTAL TITLE INSURANCE PREMIUM \$660.00			
1109. ABSTRACT OR TITLE SEARCH TO SERVICELINK			\$200.00
1110. TITLE UPDATE FEE TO SERVICELINK			\$50.00
1111. TITLE CURATIVE FEE TO SERVICELINK			\$50.00
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. GOVERNMENT RECORDING CHARGES (from GFE #7)	\$28.00		\$75.00
1202. DEED: \$28.00 - BORROWER: \$28.00			
1203. TRANSFER TAXES (from GFE #8)			\$2,975.00
1204. CITY/COUNTY TAX/STAMPS - DEED: \$2,975.00 - SELLER: \$2,975.00			
1205. STATE TAX/STAMPS			
1206. POA TO AR SERVICELINK - SELLER: \$75.00			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. REQUIRED SERVICES THAT YOU CAN SHOP FOR (from GFE #6)			
1302. FLORIDA SURCHARGE TO CHICAGO TITLE INSURANCE COMPANY			\$3.28
1303. LIEN SEARCH TO SKYLINE LIEN SEARCH, INC			\$150.00
1400. TOTAL SETTLEMENT CHARGES (from Section 103, Section 104, Section 105, Section 106, Section 107, Section 108, Section 109, Section 110, Section 111, Section 112, Section 113, Section 114, Section 115, Section 116, Section 117, Section 118, Section 119, Section 120, Section 121, Section 122, Section 123, Section 124, Section 125, Section 126, Section 127, Section 128, Section 129, Section 130, Section 131, Section 132, Section 133, Section 134, Section 135, Section 136, Section 137, Section 138, Section 139, Section 140, Section 141, Section 142, Section 143, Section 144, Section 145, Section 146, Section 147, Section 148, Section 149, Section 150, Section 151, Section 152, Section 153, Section 154, Section 155, Section 156, Section 157, Section 158, Section 159, Section 160, Section 161, Section 162, Section 163, Section 164, Section 165, Section 166, Section 167, Section 168, Section 169, Section 170, Section 171, Section 172, Section 173, Section 174, Section 175, Section 176, Section 177, Section 178, Section 179, Section 180, Section 181, Section 182, Section 183, Section 184, Section 185, Section 186, Section 187, Section 188, Section 189, Section 190, Section 191, Section 192, Section 193, Section 194, Section 195, Section 196, Section 197, Section 198, Section 199, Section 200, Section 201, Section 202, Section 203, Section 204, Section 205, Section 206, Section 207, Section 208, Section 209, Section 210, Section 211, Section 212, Section 213, Section 214, Section 215, Section 216, Section 217, Section 218, Section 219, Section 220, Section 221, Section 222, Section 223, Section 224, Section 225, Section 226, Section 227, Section 228, Section 229, Section 230, Section 231, Section 232, Section 233, Section 234, Section 235, Section 236, Section 237, Section 238, Section 239, Section 240, Section 241, Section 242, Section 243, Section 244, Section 245, Section 246, Section 247, Section 248, Section 249, Section 250, Section 251, Section 252, Section 253, Section 254, Section 255, Section 256, Section 257, Section 258, Section 259, Section 260, Section 261, Section 262, Section 263, Section 264, Section 265, Section 266, Section 267, Section 268, Section 269, Section 270, Section 271, Section 272, Section 273, Section 274, Section 275, Section 276, Section 277, Section 278, Section 279, Section 280, Section 281, Section 282, Section 283, Section 284, Section 285, Section 286, Section 287, Section 288, Section 289, Section 290, Section 291, Section 292, Section 293, Section 294, Section 295, Section 296, Section 297, Section 298, Section 299, Section 300, Section 301, Section 302, Section 303, Section 304, Section 305, Section 306, Section 307, Section 308, Section 309, Section 310, Section 311, Section 312, Section 313, Section 314, Section 315, Section 316, Section 317, Section 318, Section 319, Section 320, Section 321, Section 322, Section 323, Section 324, Section 325, Section 326, Section 327, Section 328, Section 329, Section 330, Section 331, Section 332, Section 333, Section 334, Section 335, Section 336, Section 337, Section 338, Section 339, Section 340, Section 341, Section 342, Section 343, Section 344, Section 345, Section 346, Section 347, Section 348, Section 349, Section 350, Section 351, Section 352, Section 353, Section 354, Section 355, Section 356, Section 357, Section 358, Section 359, Section 360, Section 361, Section 362, Section 363, Section 364, Section 365, Section 366, Section 367, Section 368, Section 369, Section 370, Section 371, Section 372, Section 373, Section 374, Section 375, Section 376, Section 377, Section 378, Section 379, Section 380, Section 381, Section 382, Section 383, Section 384, Section 385, Section 386, Section 387, Section 388, Section 389, Section 390, Section 391, Section 392, Section 393, Section 394, Section 395, Section 396, Section 397, Section 398, Section 399, Section 400, Section 401, Section 402, Section 403, Section 404, Section 405, Section 406, Section 407, Section 408, Section 409, Section 410, Section 411, Section 412, Section 413, Section 414, Section 415, Section 416, Section 417, Section 418, Section 419, Section 420, Section 421, Section 422, Section 423, Section 424, Section 425, Section 426, Section 427, Section 428, Section 429, Section 430, Section 431, Section 432, Section 433, Section 434, Section 435, Section 436, Section 437, Section 438, Section 439, Section 440, Section 441, Section 442, Section 443, Section 444, Section 445, Section 446, Section 447, Section 448, Section 449, Section 450, Section 451, Section 452, Section 453, Section 454, Section 455, Section 456, Section 457, Section 458, Section 459, Section 460, Section 461, Section 462, Section 463, Section 464, Section 465, Section 466, Section 467, Section 468, Section 469, Section 470, Section 471, Section 472, Section 473, Section 474, Section 475, Section 476, Section 477, Section 478, Section 479, Section 480, Section 481, Section 482, Section 483, Section 484, Section 485, Section 486, Section 487, Section 488, Section 489, Section 490, Section 491, Section 492, Section 493, Section 494, Section 495, Section 496, Section 497, Section 498, Section 499, Section 500, Section 501, Section 502, Section 503, Section 504, Section 505, Section 506, Section 507, Section 508, Section 509, Section 510, Section 511, Section 512, Section 513, Section 514, Section 515, Section 516, Section 517, Section 518, Section 519, Section 520, Section 521, Section 522, Section 523, Section 524, Section 525, Section 526, Section 527, Section 528, Section 529, Section 530, Section 531, Section 532, Section 533, Section 534, Section 535, Section 536, Section 537, Section 538, Section 539, Section 540, Section 541, Section 542, Section 543, Section 544, Section 545, Section 546, Section 547, Section 548, Section 549, Section 550, Section 551, Section 552, Section 553, Section 554, Section 555, Section 556, Section 557, Section 558, Section 559, Section 560, Section 561, Section 562, Section 563, Section 564, Section 565, Section 566, Section 567, Section 568, Section 569, Section 570, Section 571, Section 572, Section 573, Section 574, Section 575, Section 576, Section 577, Section 578, Section 579, Section 580, Section 581, Section 582, Section 583, Section 584, Section 585, Section 586, Section 587, Section 588, Section 589, Section 590, Section 591, Section 592, Section 593, Section 594, Section 595, Section 596, Section 597, Section 598, Section 599, Section 600, Section 601, Section 602, Section 603, Section 604, Section 605, Section 606, Section 607, Section 608, Section 609, Section 610, Section 611, Section 612, Section 613, Section 614, Section 615, Section 616, Section 617, Section 618, Section 619, Section 620, Section 621, Section 622, Section 623, Section 624, Section 625, Section 626, Section 627, Section 628, Section 629, Section 630, Section 631, Section 632, Section 633, Section 634, Section 635, Section 636, Section 637, Section 638, Section 639, Section 640, Section 641, Section 642, Section 643, Section 644, Section 645, Section 646, Section 647, Section 648, Section 649, Section 650, Section 651, Section 652, Section 653, Section 654, Section 655, Section 656, Section 657, Section 658, Section 659, Section 660, Section 661, Section 662, Section 663, Section 664, Section 665, Section 666, Section 667, Section 668, Section 669, Section 670, Section 671, Section 672, Section 673, Section 674, Section 675, Section 676, Section 677, Section 678, Section 679, Section 680, Section 681, Section 682, Section 683, Section 684, Section 685, Section 686, Section 687, Section 688, Section 689, Section 690, Section 691, Section 692, Section 693, Section 694, Section 695, Section 696, Section 697, Section 698, Section 699, Section 700, Section 701, Section 702, Section 703, Section 704, Section 705, Section 706, Section 707, Section 708, Section 709, Section 710, Section 711, Section 712, Section 713, Section 714, Section 715, Section 716, Section 717, Section 718, Section 719, Section 720, Section 721, Section 722, Section 723, Section 724, Section 725, Section 726, Section 727, Section 728, Section 729, Section 730, Section 731, Section 732, Section 733, Section 734, Section 735, Section 736, Section 737, Section 738, Section 739, Section 740, Section 741, Section 742, Section 743, Section 744, Section 745, Section 746, Section 747, Section 748, Section 749, Section 750, Section 751, Section 752, Section 753, Section 754, Section 755, Section 756, Section 757, Section 758, Section 759, Section 760, Section 761, Section 762, Section 763, Section 764, Section 765, Section 766, Section 767, Section 768, Section 769, Section 770, Section 771, Section 772, Section 773, Section 774, Section 775, Section 776, Section 777, Section 778, Section 779, Section 780, Section 781, Section 782, Section 783, Section 784, Section 785, Section 786, Section 787, Section 788, Section 789, Section 790, Section 791, Section 792, Section 793, Section 794, Section 795, Section 796, Section 797, Section 798, Section 799, Section 800, Section 801, Section 802, Section 803, Section 804, Section 805, Section 806, Section 807, Section 808, Section 809, Section 810, Section 811, Section 812, Section 813, Section 814, Section 815, Section 816, Section 817, Section 818, Section 819, Section 820, Section 821, Section 822, Section 823, Section 824, Section 825, Section 826, Section 827, Section 828, Section 829, Section 830, Section 831, Section 832, Section 833, Section 834, Section 835, Section 836, Section 837, Section 838, Section 839, Section 840, Section 841, Section 842, Section 843, Section 844, Section 845, Section 846, Section 847, Section 848, Section 849, Section 850, Section 851, Section 852, Section 853, Section 854, Section 855, Section 856, Section 857, Section 858, Section 859, Section 860, Section 861, Section 862, Section 863, Section 864, Section 865, Section 866, Section 867, Section 868, Section 869, Section 870, Section 871, Section 872, Section 873, Section 874, Section 875, Section 876, Section 877, Section 878, Section 879, Section 880, Section 881, Section 882, Section 883, Section 884, Section 885, Section 886, Section 887, Section 888, Section 889, Section 890, Section 891, Section 892, Section 893, Section 894, Section 895, Section 896, Section 897, Section 898, Section 899, Section 900, Section 901, Section 902, Section 903, Section 904, Section 905, Section 906, Section 907, Section 908, Section 909, Section 910, Section 911, Section 912, Section 913, Section 914, Section 915, Section 916, Section 917, Section 918, Section 919, Section 920, Section 921, Section 922, Section 923, Section 924, Section 925, Section 926, Section 927, Section 928, Section 929, Section 930, Section 931, Section 932, Section 933, Section 934, Section 935, Section 936, Section 937, Section 938, Section 939, Section 940, Section 941, Section 942, Section 943, Section 944, Section 945, Section 946, Section 947, Section 948, Section 949, Section 950, Section 951, Section 952, Section 953, Section 954, Section 955, Section 956, Section 957, Section 958, Section 959, Section 960, Section 961, Section 962, Section 963, Section 964, Section 965, Section 966, Section 967, Section 968, Section 969, Section 970, Section 971, Section 972, Section 973, Section 974, Section 975, Section 976, Section 977, Section 978, Section 979, Section 980, Section 981, Section 982, Section 983, Section 984, Section 985, Section 986, Section 987, Section 988, Section 989, Section 990, Section 991, Section 992, Section 993, Section 994, Section 995, Section 996, Section 997, Section 998, Section 999, Section 1000	\$2,728.00		\$25,363.28

## HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Buyers

RAYMOND LEE HUTCHINS, JR.

CHANDRA STYER HUTCHINS

Sellers

SEE ADDENDUM

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT

DATE

8/5/15

## REGIONS PRIORITY BANKING

LOG OUT CONTACT  
US

SITE MAP

ACCOUNTS ▾

TRANSFERS ▾

PAYMENTS ▾

INSIGHTS

MOBILE BANKING

CUSTOMER SERVICE

✦ Create Transfer View / Edit Pending Transfers Western Union® Transfer

## Confirm Transfer

## Confirmation Information

Your transfer has been successfully scheduled.

## Account Information

From Account: EBW Hldgs \$2,500 \*\*\*\*\*1829 \$250,000.00

To Account: CPA X \$2,000 \*\*\*\*\*8203 \$5,489.51

Amount: \$247,000.00 *Barcelona*

Transfer Date: 08/04/2015

Frequency: One Time Only

DONE

## HOW DO I...

- Create a transfer?
- Check the status of a transfer?
- Pay a mortgage loan using the transfer feature?

TIME TO UPDATE YOUR EMAIL  
ADDRESS?

ACCOUNTS TRANSFERS PAYMENTS INSIGHTS ONLINE STATEMENTS MOBILE BANKING CUSTOMER SERVICE

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## REGIONS PRIORITY BANKING

LOG OUT CONTACT  
US

SITE MAP

ACCOUNTS ▾

TRANSFERS ▾

PAYMENTS ▾

INSIGHTS

MOBILE BANKING

CUSTOMER SERVICE

➤ Create Transfer View / Edit Pending Transfers Western Union® Transfer

## Confirm Transfer

## Confirmation Information

Your transfer has been successfully scheduled.

## Account Information

From Account: H Mgmt Svc \$2,000 \*\*\*\*\*9999 \$247,050.00

To Account: CPA X \$2,000 \*\*\*\*\*8203 \$252,489.51

Amount: \$153,626.38 *Success*

Transfer Date: 08/04/2015

Frequency: One Time Only


DONE

## HOW DO I...

- ▶ Create a transfer?
- ▶ Check the status of a transfer?
- ▶ Pay a mortgage loan using the transfer feature?

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# **COMPOSITE EXHIBIT C**



Lee D. Wedekind, III  
T 904.665.3652 F 904.665.3699  
Lee.Wedekind@nelsonmullins.com

NELSON MULLINS RILEY & SCARBOROUGH LLP  
ATTORNEYS AND COUNSELORS AT LAW

50 N. Laura Street, 41st Floor  
Jacksonville, FL 32202  
T 904.665.3600 F 904.665.3641  
nelsonmullins.com

April 11, 2018

**By E-Mail**

Raymond Lee Hutchins, Jr.  
Chandra Styer Hutchins  
3943 Barcelona Avenue  
Jacksonville, FL 32207

in care of Shea M. Moser, Esq.  
Moseley Prichard Parrish Knight & Jones  
501 West Bay Street  
Jacksonville, Florida 32202  
[smoser@mppkj.com](mailto:smoser@mppkj.com)

**Re: DEMAND for repayment of funds transferred from Hutchins Investments, Inc.**

Dear Shea:

As you know, our firm represents Peter D. Randolph, as Administrator of the Estate of Raymond L. Hutchins (the "Estate") and Hutchins Investments, Inc. Our records establish that Hutchins Investments, Inc. transferred \$58,646.58 to Nimnicht Buick GMC for the purchase of a 2015 GMC Yukon titled in the names of Hutchins Investments, Inc. and Chandra Hutchins. Thereafter, it appears that Mrs. Hutchins sold or traded the Yukon, but neither included Hutchins Investments, Inc. on the title nor compensated the company for the purchase price.

Copies of documents evidencing these transactions are attached. These documents show that your client, Lee Hutchins, executed the transaction documents on behalf of Hutchins Investments, Inc. The Estate and Hutchins Investments, Inc. have determined that this amount was improperly used for Mr. and Mrs. Hutchins's personal benefit and served no corporate purpose.

Shea Moser, Esq.  
As Counsel for Mr. and Mrs. Hutchins  
April 11, 2018  
Page 2

Hutchins Investments, Inc. and the Estate therefore demand immediate repayment of these funds in the total amount of \$58,646.58. Your clients may remit payment (in good funds) to "Hutchins Investments, Inc." by check no later than April 18, 2018. If your clients choose not to make payment in full, then Hutchins Investments, Inc. and the Estate will proceed to take legal action. Thank you for your cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to read "L. Wedekind, III", with a stylized flourish at the end.

Lee D. Wedekind, III

LDW/aa

Enclosures

cc: Peter D. Randolph, Administrator  
Erika C. Birg, Esq.

~#4835-4014-1153~

**NIMNIGHT**  
**BUICK GMC****NIMNIGHT BUICK GMC**11503 Phillips Hwy.  
JACKSONVILLE, FL 32256

(904) 793-1618

CUSTOMER # 110753

**NIMNIGHT**  
**BUICK GMC**

RETAIL BUYER'S ORDER DEAL: 72687

DATE 05/07/2014

CUSTOMER <b>HUTCHINS INVESTMENTS, INC</b>		DOB		CO-CUSTOMER <b>CHANDRA STYER HUTCHINS</b>		DOB <b>04/04/1981</b>	
ADDRESS <b>1252 MIRAMAR AVE</b>				ADDRESS <b>1252 MIRAMAR AVE</b>			
CITY <b>JACKSONVILLE FL 32207</b>		STATE <b>FL</b>		CITY <b>JACKSONVILLE FL 32207</b>		STATE <b>FL</b>	
E-MAIL				E-MAIL			
HOME PHONE		WORK PHONE		HOME PHONE		WORK PHONE	
STOCK NO. <b>115103T</b>		YEAR <b>2015</b>		NEW <b>XX</b>		USED <b>XX</b>	
VIN <b>1GKS1BKCFR115103</b>		DEMO <b>XX</b>		EXECUTIVE <b>XX</b>		COUNTY <b>DUVAL</b>	
MILEAGE <b>169</b>		COLOR <b>WHITE DIAMOND</b>		MODEL <b>YUKON</b>		SALESPERSON 1 <b>EDWARD A NIMNIGHT III</b>	
MAKE <b>GMC</b>		BODY <b>4DR 2WD</b>		SALESPERSON 2			

**NEW/ DEMO AND EXECUTIVE VEHICLE DISCLOSURE**

This new, demonstrator or executive Vehicle is sold AS-IS and WITH ALL FAULTS. Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the Vehicle. The only warranties applying to this Vehicle are those offered by the Manufacturer. The Manufacturer's warranty is not affected by Dealer's disclaimer of warranties. The Customer hereby acknowledges that Dealer has made available "warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

Customer: [Signature]Customer: [Signature]**USED VEHICLE DISCLOSURE**

This used Vehicle has been previously driven by others and Dealer has not made any representation regarding the Vehicle's history. Customer acknowledges that no representation has been made by any agent of Dealer: (i) regarding the history, condition, prior repair on maintenance, safety system or suitability of the Vehicle; or (ii) that it has or has not ever sustained damages prior to this Order, nor does Dealer have the obligation to make any such disclosure. Customer understands that s/he may retain a third-party to provide information regarding the Vehicle's history and that Dealer encourages Customer to do so. Customer may also make arrangements to have the Vehicle inspected by a person of Customer's own choosing. Customer further acknowledges that Customer has not driven this Vehicle and it meets Customer's satisfaction or Customer has been offered an opportunity to do so, and has declined. Except as otherwise set forth on the window form (Buyer's Guide), this Vehicle is sold "AS IS and WITH ALL FAULTS," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. The Manufacturer warranty, if any, has been fully explained. If the Vehicle is designated as a certified vehicle, that indicates that it has qualified for a limited extension of the Manufacturer's original warranty as set forth on the Buyer's Guide. The certified designation does not alter or modify any of the above disclaimers and waivers, nor does it create a Dealer warranty. It also does not mean that the Vehicle, like all used vehicles, will not suffer mechanical breakdowns, nor need maintenance due to wear and tear.

The Vehicle was previously a N/A (enter short-term rental, taxicab, police vehicle, manufacturer buy-back, rebuilt, glider kit, replica or flood vehicle)

Customer: N/A Customer: N/A

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

Customer: N/A Customer: N/A

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

**TRADE-IN 1**☐ Private Trade ☐ Lease Walk AwayYear N/A Make N/A Model N/A Color N/AVIN N/A Mileage N/A1<sup>st</sup> Lien to: N/A Amount N/A Good Thru N/A2<sup>nd</sup> Lien to: N/A Amount N/A Good Thru N/AAuthorized by: N/A**TRADE-IN 2**☐ Private Trade ☐ Lease Walk Away**PURCHASE INFORMATION**

Cash Price of Vehicle	54759.14
Accessories	
N/A	N/A
N/A	N/A
N/A	N/A
Subtotal	54759.14
Less Pre-owned Allowance &/or Discount	N/A
Net Difference	54759.14
Pre-delivery Service Fee	75.00
N/A	N/A
Electronic Registration Filing Fee	40.00
TEMP TAG OR TEMP REG	20.00
These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles and preparing documents related to the sale.	
Lead Acid Battery Fee	1.50
Florida New Tire Fee (\$1.00 per tire)	5.00
N/A	N/A
Subtotal	54900.64
Sales Tax 6.00%	3294.04
County Tax 1.00%	50.00
Lemon Law - Warranty Enforcement Act (New cars only)	2.00
Florida Title, Registration and License Fees (New XX Trans)	399.90
<input type="checkbox"/> If box is checked this is an estimate	
Trade Pay-off / Balance on Prior Lease	N/A
Subtotal	58646.58
Motor Vehicle Service Contract	N/A
Vehicle Maintenance Agreement	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Sales Tax on Other Benefits	N/A
GRAND TOTAL	58646.58
Rebate	N/A
Cash (Receipt # _____)	112

warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. The Manufacturer warranty, if any, has been fully explained. If the Vehicle is designated as a certified vehicle, that indicates that it has qualified for a limited extension of the Manufacturer's original warranty as set forth on the Buyer's Guide. The certified designation does not alter or modify any of the above disclaimers and waivers, nor does it create a Dealer warranty. It also does not mean that the Vehicle, like all used vehicles, will not suffer mechanical breakdowns, nor need maintenance due to wear and tear.

The Vehicle was previously a N/A (enter short-term rental, taxicab, police vehicle, manufacturer buy-back, rebuilt, glider kit, replica or flood vehicle)

Customer: N/A Customer: N/A

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

Customer: N/A Customer: N/A

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS: LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

#### TRADE-IN 1

☐ Private Trade ☐ Lease Walk Away

Year N/A Make N/A Model N/A Color N/A

VIN N/A Mileage N/A

1<sup>st</sup> Lien to: N/A Amount N/A Good Thru N/A

2<sup>nd</sup> Lien to: N/A Amount N/A Good Thru N/A

Authorized by: N/A

#### TRADE-IN 2

☐ Private Trade ☐ Lease Walk Away

Year N/A Make N/A Model N/A Color N/A

VIN N/A Mileage N/A

1<sup>st</sup> Lien to: N/A Amount N/A Good Thru N/A

2<sup>nd</sup> Lien to: N/A Amount N/A Good Thru N/A

Authorized by: N/A

Unless specifically identified by Customer in writing and signed by the parties, Customer represents and warrants the following regarding the Trade-In: (i) it was not involved in an accident; (ii) has not incurred any body or major engine repair(s); and (iii) it was not previously a police vehicle, a taxicab, a short-term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, frame damaged, salvaged or a rebuilt vehicle. Subject to the terms and conditions of this Order, Customer authorizes Dealer to immediately sell the Trade-In whether or not the Financing Approvals have been obtained. Customer agrees that in the event any inquiry reveals any undisclosed lien on the Trade-In, and/or the actual pay-off for the disclosed lien on the Trade-In exceeds the Customer's statement of pay-off, Customer will cause such previously unknown lien(s) and/or the understated amount of the disclosed lien(s) to be satisfied within 72 hours of Dealer's notice to Customer in writing. If the vehicle(s) listed is a Lease Walk Away, Customer understands that Dealer's agreement to take possession of it is for convenience only and Dealer assumes no responsibility for its condition or any other obligation of Customer with respect to that lease, such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Dealer.

Customer: \_\_\_\_\_ Customer: \_\_\_\_\_

#### ARBITRATION AND LIMITATION ACKNOWLEDGEMENTS

The parties agree to submit all claims to binding arbitration as set forth in paragraph H on the reverse side. Customer has read and understands paragraph H. In a dispute between the parties, Customer shall not be entitled to recover from Dealer any special damages, consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages, including, but not limited to vehicle rental charges. This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document. The Deposit will serve to hold the Vehicle from sale to another for 24 hours from this date.

Customer: [Signature] Customer: [Signature]

related to the sale.

Lead Acid Battery Fee	1.50
Florida New Tire Fee (\$1.00 per tire)	5.00
N/A	N/A
Subtotal	54900.64
Sales Tax <u>6.00%</u>	3294.04
County Tax <u>1.00%</u>	50.00
Lemon Law - Warranty Enforcement Act (New cars only)	2.00
Florida Title, Registration and License Fees (New <u>XX</u> Trans <u>    </u> ) <input type="checkbox"/> If box is checked this is an estimate	399.90
Trade Pay-off / Balance on Prior Lease	N/A
Subtotal	58646.58
Motor Vehicle Service Contract	N/A
Vehicle Maintenance Agreement	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Sales Tax on Other Benefits	N/A
GRAND TOTAL	58646.58
Rebate	N/A
Cash (Receipt # <u>        </u> )	N/A
Total Cash Down	N/A
BALANCE DUE ON DELIVERY	58646.58

#### FINANCING NEGOTIATION / APPROVAL

Customer may secure financing through Dealer or a financing entity of Customer's choosing and Customer may be able to obtain more favorable financing from third parties. The retail installment sales contract ("RISC") to be entered between Dealer and Customer, unless otherwise indicated in writing by Dealer, shall be immediately assigned by Dealer to a bank / finance company (at face value or greater) which shall then be the creditor to whom Customer shall be obligated under the RISC. Customer also understands that: (i) the annual percentage rate (APR) for the installment sale of an automobile may be negotiated, and (ii) Dealer may receive some portion of the finance charge or receive other compensation for providing the financing and selling other products and services. Dealer may terminate this Order if Dealer cannot obtain credit approval for Customer or if Dealer is unable to sell the RISC to a financial institution on terms of no less than face value (these acts shall be collectively referred to as "Financing Approvals"). Dealer's right of termination cannot be waived unless in writing. Financing Approvals are not typically obtained at the time of the Vehicle's delivery and are beyond Dealer's control. Should Customer take delivery of the Vehicle prior to Dealer's obtaining the Financing Approvals, Customer understands and acknowledges that pending the Financing Approvals, delivery of the Vehicle to Customer serves as a convenience to Customer only and Customer does not have, nor will acquire, any rights or interests in the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked, requiring the Vehicle's immediate return to Dealer in the same condition as it existed when delivered to Customer. Additionally, the obtaining of the Financing Approvals is a condition subsequent to the enforcement and validity of the RISC, which, at Dealer's option, shall be deemed null and void if such condition subsequent is not met. If the RISC contains a "Seller's Right to Cancel" provision or other provision that substantially addresses the substance of the Financing Approvals, and that provision is duly completed and executed, then the condition subsequent described in this section shall not apply. If the RISC does not contain a "Seller's Right to Cancel" provision or other provision that substantially addresses the substance of the Financing Approvals, or if it contains such a provision, but it is not duly completed and executed or is designated in some manner as inapplicable, then this section in this Order shall apply, govern and control.

Customer: \_\_\_\_\_ Customer: \_\_\_\_\_ Customer: \_\_\_\_\_ Customer: \_\_\_\_\_

DO NOT SIGN BELOW UNTIL YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT EXCEPT AS OTHERWISE ACKNOWLEDGED IN WRITING, THIS REPRESENTS THE ENTIRE ORDER AND THAT YOU HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN ORDER. THIS ORDER IS NOT BINDING UNTIL EXECUTED BY DEALER'S MANAGER. CUSTOMER REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED TO DEALER IN CONNECTION WITH THIS TRANSACTION IS COMPLETE AND ACCURATE. CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS ALL PROVISIONS OF THIS ORDER AND THE WARRANTY STATEMENT.

Customer's Signature

Co-Customer's Signature

Manager

05/07/2014

Date RADA-BO-ARB (1/11)

HUTCHINS INVESTMENTS  
DBA CPA-EXCAVATING  
397 Misty Harbor Blvd  
Woodbine, GA 31569

1541

83-466/631

5-8-14

DATE

**Nimnicht Buick GMC**

PAY TO THE  
ORDER OF

\$ 58,646.58

Fifty eight thousand six hundred forty six and 58/100 DOLLARS



**REGIONS**

FOR 2015 Yukon

*[Signature]*

⑆063104668⑆ 0103808203⑈01541⑆

Hydramat Clarke



NELSON MULLINS RILEY & SCARBOROUGH LLP  
ATTORNEYS AND COUNSELORS AT LAW

Lee D. Wedekind, III  
T 904.665.3652 F 904.665.3699  
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Jacksonville, FL 32202  
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nelsonmullins.com

April 11, 2018

**By E-Mail**

Raymond Lee Hutchins, Jr.  
Chandra Styer Hutchins  
3943 Barcelona Avenue  
Jacksonville, FL 32207

in care of Shea M. Moser, Esq.  
Moseley Prichard Parrish Knight & Jones  
501 West Bay Street  
Jacksonville, Florida 32202  
[smoser@mppkj.com](mailto:smoser@mppkj.com)

**Re: DEMAND for repayment of loan made by Hutchins Investments, Inc.**

Dear Shea:


As you know, our firm represents Peter D. Randolph, as Administrator of the Estate of Raymond L. Hutchins (the "Estate") and Hutchins Investments, Inc. Our records establish that Hutchins Investments, Inc. paid a total of \$420,975.78 on behalf of Lee and Chandra Hutchins to purchase their personal residence at 3943 Barcelona Avenue, Jacksonville, FL 32207. Copies of documents evidencing these transactions and the current account balance are enclosed.

Lee executed the transaction documents on behalf of Hutchins Investments, Inc. Further, as Lee testified, he did maintain (and was solely responsible for maintaining) the Hutchins Investments, Inc. QuickBooks that identifies the amounts spent in connection with Lee's home purchase as "Due from Lee and Chandra Hutchins" as a separate account. In fact, Lee admitted that the transaction was a loan at his deposition. The contemporaneous documents reflect that the intent was for Lee and Chandra to repay Hutchins Investments, Inc. for the house purchase. Because the funds transfer is clearly a personal loan, for their personal benefit and serving no corporate purpose, Lee and Chandra are obligated to repay the money to the corporation.

Shea Moser, Esq.  
As Counsel For Mr. and Mrs. Hutchins  
April 11, 2018  
Page 2

Consequently, the Estate and Hutchins Investments, Inc. hereby demand immediate repayment of this loan in the total amount of \$420,975.78. Your clients should make a check (in good funds) payable to Hutchins Investments, Inc. in this amount no later than April 18, 2018. If your clients fail and refuse to make payment by that deadline, then the Estate and Hutchins Investments, Inc. intend to take legal action to recover the funds.

Very truly yours,

A handwritten signature in black ink, appearing to read "L. Wedekind, III", with a stylized flourish at the end.

Lee D. Wedekind, III

LDW/aa

Enclosures

cc: Peter D. Randolph, Administrator  
Erika C. Birg, Esq.

~#4832-0902-2305~



Register: 1204-37 - Due From Lee &amp; Chandra Hutchins

From 01/01/2015 through 04/09/2018

Sorted by: Date, Type, Number/Ref

Date	Ref.	Payee	Account	Memo	Decrease	C	Increase	Balance
07/02/2015	DR070215	Hutchins, Raymond L., Jr.	1032-00 - Regions Bank - CPAX 8203	3943 Barcelona Ave deposit			20,000.00	20,000.00
08/06/2015	DR080615C	Hutchins, Raymond L., Jr.	1032-00 - Regions Bank - CPAX 8203	3943 Barcelona Avenue amount for ...			400,580.78	420,580.78
08/06/2015	1635	Gartner Brock & Simon	1032-00 - Regions Bank - CPAX 8203	Review Barcelona closing documents			200.00	420,780.78
08/10/2015	1637	Ray Thompson Surveying	1032-00 - Regions Bank - CPAX 8203	3943 Barcelona Avenue boundary s...			195.00	420,975.78



## Domestic Wire Transfer Request/Authorization

## Originator/Payment By:

HUTCHINS INVESTMENTS DBA CPA EXCAVA NAME	DL H325732803460 09/26/1980 10/09/2013 09/26/2021 CUSTOMER IDENTIFICATION	
397 MISTY HBR BLVD STREET ADDRESS	CHECKING ACCOUNT TYPE	09/26/1980 DATE OF BIRTH
WOODBINE GA 31569-4068 CITY/STATE/ZIP	0103808203 ACCOUNT NUMBER	631-05-0826 TAX IDENTIFICATION NUMBER

## Transfer Instructions:

\$ 400,580.78 WIRE AMOUNT		
PNC BANK, NATIONAL ASSOCIATION TARGET BANK NAME	PITTSBURGH PA TARGET BANK CITY, STATE	043000096 TARGET BANK ABA
BENEFICIARY BANK NAME	BENEFICIARY BANK CITY, STATE	BENEFICIARY BANK ACCOUNT NUMBER
SERVICELINK LLC BENEFICIARY'S NAME	400 CORPORATION DRIVE BENEFICIARY'S ADDRESS	1029092695 BENEFICIARY'S ACCOUNT NUMBER
	ALIQUIPPA PA 15001 BENEFICIARY'S CITY, STATE, ZIP, OR COUNTRY	
Originator to Beneficiary Information (optional):	Bank to Bank Information (optional):	
ADDRESS: 3943 BARCELONA AVE		
JACKSONVILLE, FL 32207		
CASE #: 3343760		
	Purpose: HOME PURCHASE	

By signing below, Originator authorizes Regions Bank to effect the Funds Transfer described on this request and agrees to be bound by the terms and conditions of the Funds Transfer Agreement set forth on the reverse side hereof. Originator certifies that the information contained in this request is correct.

Raymond Lee Hutchins Jr  
AUTHORIZED SIGNATURE  
Hutchins Investments, Inc.  
NAME OF CORPORATION/PARTNERSHIP  
Raymond Lee Hutchins Jr  
BY: SIGNATORY REPRESENTATIVE NAME (PRINTED)  
Vice President  
TITLE

[Signature]  
BANK AUTHORIZED SIGNATURE  
\_\_\_\_\_  
APPROVING BANK OFFICER

Request Date: 08/06/2015

Wire fee: \$ 20.00

Wire Sequence Number: 15080600 7192

Prepared By: JACQUELINE DUNCAN

Branch: 092 00277 NORTH HAMPTON

Thank you for banking with Regions!

# A. Settlement Statement (HUD-1)



1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.			6. File Number 3343760-01	7. Loan Number 0147161038	8. Mortgage Insurance Case Number
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.					
D. Name & Address of Borrower: RAYMOND LEE HUTCHINS, JR., CHANDRA STYER HUTCHINS 3943 BARCELONA AVE, JACKSONVILLE, FL 32207-6056		E. Name & Address of Seller: SEE ADDENDUM 8480 STAGECOACH CIRCLE, FREDERICK, MD 21701		F. Name & Address of Lender: XX XX, XX, XX 00000-0000	
G. Property Location 3943 BARCELONA AVE, JACKSONVILLE, FL 32207-6056		H. Settlement Agent: SERVICELINK, LLC-400 CORPORATION DRIVE ALIQUIPPA, PA 15001 (800) 439-5451		I. Settlement Date: 08/06/2015 Disbursement Date: 08/06/2015	
Place of Settlement: JACKSONVILLE, FL 32207-6056					

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>		<b>400. GROSS AMOUNT DUE TO SELLER</b>	
101. CONTRACT SALES PRICE	\$425,000.00	401. CONTRACT SALES PRICE	\$425,000.00
102. PERSONAL PROPERTY		402. PERSONAL PROPERTY	
103. SETTLEMENT CHARGES TO BORROWER (LINE 1400)	\$2,728.00	403.	
104.		404.	
105.		405.	
ADJUSTMENT FOR ITEMS PAID BY SELLER IN ADVANCE		ADJUSTMENT FOR ITEMS PAID BY SELLER IN ADVANCE	
106. CITY/TOWN TAXES		406. CITY/TOWN TAXES	
107. COUNTY TAXES		407. COUNTY TAXES	
108. ASSESSMENTS		408. ASSESSMENTS	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	\$427,728.00	420. GROSS AMOUNT DUE TO SELLER	\$425,000.00
<b>200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>	
201. DEPOSIT OR EARNEST MONEY	\$20,000.00	501. EXCESS DEPOSIT (SEE INSTRUCTIONS)	
202. PRINCIPAL AMOUNT OF NEW LOAN(S)		502. SETTLEMENT CHARGES TO SELLER (LINE 1400)	\$25,363.28
203. EXISTING LOAN(S) TAKEN SUBJECT TO		503. EXISTING LOAN(S) TAKEN SUBJECT TO	
204.		504. PAYOFF TO SKYLINE LIEN SEARCH	
205.		505.	
206.		506.	
207. SELLER PAID OWNERS POLICY	\$2,200.00	507. SELLER PAID OWNERS POLICY	\$2,200.00
208.		508.	
209.		509.	
ADJUSTMENTS FOR ITEMS UNPAID BY SELLER		ADJUSTMENTS FOR ITEMS UNPAID BY SELLER	
210. CITY/TOWN TAXES		510. CITY/TOWN TAXES	
211. COUNTY TAXES (01/01/2015 TO 08/06/2015)	\$4,947.22	511. COUNTY TAXES (01/01/2015 TO 08/06/2015)	\$4,947.22
212. ASSESSMENTS		512. ASSESSMENTS	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	\$27,147.22	520. TOTAL REDUCTION AMOUNT DUE SELLER	\$32,510.50
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>		<b>600. CASH AT SETTLEMENT FROM OR TO SELLER</b>	
301. GROSS AMOUNT DUE FROM BORROWER (LINE 120)	\$427,728.00	601. GROSS AMOUNT DUE TO SELLER (LINE 420)	\$425,000.00
302. LESS AMOUNTS PAID BY/FOR BORROWER (LINE 220)	\$27,147.22	602. LESS REDUCTION AMOUNT DUE SELLER (LINE 520)	\$32,510.50
303. CASH <input checked="" type="checkbox"/> FROM <input type="checkbox"/> TO BORROWER	\$400,580.78	603. CASH <input checked="" type="checkbox"/> TO <input type="checkbox"/> FROM SELLER	\$392,489.50

**1400 TOTAL SETTLEMENT CHARGES** (enter on lines 103, Section J and 502, Section K)

## HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Buyers:

RAYMOND LEE HUTCHINS, JR.

CHANDRA STYER HUTCHINS

Sellers:

SEE ADDENDUM

Settlement Agent:

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT

DATE

8/5/15

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✦ Create Transfer View / Edit Pending Transfers Western Union® Transfer

## Confirm Transfer

## Confirmation Information

Your transfer has been successfully scheduled.

## Account Information

From Account: EBW Hldgs \$2,500 \*\*\*\*\*1829 \$250,000.00

To Account: CPA X \$2,000 \*\*\*\*\*8203 \$5,489.51

Amount: \$247,000.00 *Barcelona*

Transfer Date: 08/04/2015

Frequency: One Time Only

DONE

## HOW DO I...

- Create a transfer?
- Check the status of a transfer?
- Pay a mortgage loan using the transfer feature?

TIME TO UPDATE YOUR EMAIL  
ADDRESS?

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## Confirm Transfer

## Confirmation Information

Your transfer has been successfully scheduled.

## Account Information

From Account: H Mgmt Svc \$2,000 \*\*\*\*\*9999 \$247,050.00

To Account: CPA X \$2,000 \*\*\*\*\*8203 \$252,489.51

Amount: \$153,626.38 *Success*

Transfer Date: 08/04/2015

Frequency: One Time Only


DONE

## HOW DO I...

- ▶ Create a transfer?
- ▶ Check the status of a transfer?
- ▶ Pay a mortgage loan using the transfer feature?

TIME TO UPDATE YOUR EMAIL  
ADDRESS?

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